

Arizona DialTone, Inc. d/b/a
Touch Home Phone Service
7170 W. Oakland St.
Chandler, Arizona 85226

COMPETITIVE LOCAL EXCHANGE CARRIER

Arizona Tariff No. 3
Original Sheet 1

ORIGINAL

*Cancels and Replaces Arizona DialTone, Inc.
Arizona Tariff No. 2 in its Entirety*

ARIZONA DIALTONE, INC. D/B/A

TOUCH HOME PHONE SERVICE

INTRASTATE TELECOMMUNICATIONS SERVICES

THIS TARIFF CONTAINS THE DESCRIPTIONS, REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF
INTRASTATE COMMON CARRIER COMMUNICATIONS SERVICES PROVIDED BY
ARIZONA DIALTONE, INC D/B/A TOUCH HOME PHONE SERVICE WITH PRINCIPAL OFFICES AT
7170 W. OAKLAND STREET, CHANDLER, ARIZONA 85226

THIS TARIFF APPLIES FOR SERVICES FURNISHED WITHIN THE STATE OF ARIZONA

THIS TARIFF IS ON FILE WITH THE ARIZONA CORPORATION COMMISSION AND COPIES MAY BE INSPECTED DURING
NORMAL BUSINESS HOURS AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS

**This tariff (No. 3) cancels and replaces in its entirety Arizona DialTone, Inc. Intrastate Telecommunications
Services Tariff No. 1 currently on file with the Arizona Corporation Commission.**

ADMINISTRATIVELY
APPROVED FOR FILING

Issued: May 22, 2003
Issued By:

Thomas W. Bade, President
7170 West Oakland Street
Chandler, Arizona 85226

Effective: June 21, 2003

AZL0305

Arizona DialTone, Inc. d/b/a
Touch Home Phone Service
7170 W. Oakland St.
Chandler, Arizona 85226

COMPETITIVE LOCAL EXCHANGE CARRIER

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Arizona Tariff No. 3
1st Revised Sheet 2
Replaces Original Sheet 2

CHECK SHEET

This tariff contains pages 1 to 27 inclusive, each of which is effective as of the date shown on the corresponding page. Pages of this tariff are presented in the following versions:

<u>PAGE</u>	<u>REVISION</u>
1	Original
2	1 st Revised*
3	Original
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12	Original
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15	Original
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19	Original
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22	1 st Revised*
22.1	Original*
23	Original
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25	Original
26	Original
27	Original

**ADMINISTRATIVELY
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Thomas W. Bade, President
7170 West Oakland Street
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ORIGINAL

EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (D)** - Delete or Discontinue.
- (I)** - Change Resulting in an Increase to a Customer's Bill.
- (M)** - Moved from another Tariff Location.
- (N)** - New.
- (R)** - Change Resulting in a Reduction to a Customer's Bill.
- (T)** - Change in Text or Regulation, but No Change in Rate or Charge

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Thomas W. Bade, President
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service under terms and conditions of this price list. The Customer remains responsible for payment of services.

Billed Party - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer in whose name service is registered with the Company.

Called Station - The terminating point of a call.

Calling Station - The originating point of a call.

Carrier - The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.

Commission - The Arizona Corporation Commission.

Company - Arizona DialTone, Inc., d/b/a Touch Home Phone Service, the issuer of this tariff.

Customer - The person who orders or uses service and is responsible for payment of charges and compliance with tariff regulations.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Nonrecurring Charge ("NRC") - A charge assessed on a one-time basis or "per occasion" basis.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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Arizona DialTone, Inc. d/b/a
Touch Home Phone Service
7170 W. Oakland St.
Chandler, Arizona 85226

COMPETITIVE LOCAL EXCHANGE CARRIER

Arizona Tariff No. 3
Original Sheet 5

ORIGINAL

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

User or End User - A Customer, or any person or entity which makes use of services provided to a Customer under this Tariff regardless of whether such person or entity is so authorized by Customer.

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7170 West Oakland Street
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SECTION 2 - RULES AND REGULATIONS

2.1 APPLICATION OF TARIFF

- 2.1.A** This tariff contains the rates applicable to local exchange telecommunications services offered by Arizona DialTone, Inc., d/b/a Touch Home Phone Service, within the State of Arizona. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.B** The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this tariff are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.
- 2.1.C** The rates and regulations contained in this tariff apply only to services provided through Company's contracted Carrier, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2 UNDERTAKING OF COMPANY

- 2.2.A** The Company undertakes to provide telecommunications services to Customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this tariff.
- 2.2.B** All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. The Company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement, and shall pay for such service arrangement in advance.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.2 UNDERTAKING OF COMPANY, CONT'D.

- 2.2.C** The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D** The Company shall not be responsible for any construction, installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.
- 2.2.E** The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.
- 2.2.F** The Carrier may, upon notification of the Customer, at a reasonable time, make such test and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Carrier-owned facilities. The Carrier may temporarily suspend services, without liability to Company or Carrier, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.2.G.** The Company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.3 LIMITATIONS

2.3.A The Company does not undertake to transmit messages, but mediates the use of its Carrier's facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.B Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3.C Company reserves the right to disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including the rules, regulations, and policies of the Federal Communications Commission.

2.4 USE

2.4.A Services may be used for the lawful transmission of communications by the Customer consistent with the provisions of this tariff.

2.4.B Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might be reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.4.C The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.

2.4.D The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.5 LIABILITIES OF THE COMPANY

- 2.5.A** The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.
- 2.5.B** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connection, concurring, or other participation carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.5.C** Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss,

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.5 LIABILITIES OF THE COMPANY, CONT'D.

damage, defacement, or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment, wiring, or services provided by Company or Carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.

2.5.A In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to Customer indemnification of the Company, Company shall be indemnified and held harmless by the Customer against:

- (1). Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Company's services.
- (2). Claims for patent infringement arising from combining or connecting Carrier's facilities with apparatus and systems of the Customer; and
- (3). All other claims arising out of any act or omission of the Customer in connection with any service provided by company.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.5 LIABILITIES OF THE COMPANY, CONT'D.

2.5.B The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, or any dispute concerning charges, or the basis of any claim for damages, within a reasonable period of time after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within a reasonable period of time after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

2.6 OBLIGATIONS OF THE CUSTOMER

2.6.A The Customer shall provide the personnel, power, and space required to operate all facilities associated equipment installed on the premises of the Customer.

2.6.B The Customer shall be responsible for providing Carrier personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Carrier.

2.6.C The Customer will be liable for damages to the facilities of the Carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer.

2.6.D The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge. Customer is responsible for notifying the Company immediately of any unauthorized use or service.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.7 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specify the priority system for such activities.

2.8 PAYMENTS AND BILLING

2.8.A Service is provided on a monthly basis and billed in advance. The minimum service period is one month, except for Customer's second invoice, which shall be pro-rated for the portion of the month in which service was initiated that Customer received services, calculated according to the following formula:

Second Invoice Amount = $A \times B / C$

A = number of days of service received by customer

B = flat monthly charge for services

C = number of days in calendar month in which service
was initiated

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.8 PAYMENTS AND BILLING, CONT'D.

- 2.8.B** The Customer is responsible for the payment of all charges for services furnished by the Company.
- 2.8.C** Customer bills are due and payable no later than 7 days after the posted due date on their invoice.
- 2.8.D** Customer bills are payable by cashier's check, money order, or electronic funds transfer only. Cash, business or personal checks may be accepted but acceptance does not waive future payments.
- 2.8.E** Company may appoint an agent to provide billing and collection services.
- 2.8.F** Customer questions, complaints, and disputes regarding billing or service provided by the Company may be referred to Arizona DialTone, Inc., d/b/a Touch Home Phone Service, customer service department in writing at 7170 W. Oakland Street, Chandler, AZ 85226, by phone at 1-480-785-3943 or 1-800-736-3261.
- 2.8.G** In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.

2.9 CANCELLATION BY CUSTOMER

- 2.9.A** The minimum service period after initiation of service is one calendar month. Customers may cancel by providing written or verbal notice during the last calendar month of service. The Customer shall remain liable for any charges incurred prior to the time that such cancellation becomes effective.

2.10 CANCELLATION BY COMPANY

- 2.10.A** Service may be discontinued or temporarily suspended by the Company, without notice to the customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk. Charges for reconnection of blocked or suspended service are included in Section 4.
- 2.10.B** Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.10 CANCELLATION BY COMPANY, CONT'D.

2.10.B Cont'd.

- (1) Upon seven (7) days' written notice, for nonpayment of any sum due the company on the first of the calendar month;
- (2) For violation of any of the provisions of this tariff or any applicable service contract;
- (3) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services;
- (4) By reason of any order of decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing its services; or
- (5) In the event that the Company's underlying Carrier(s) no longer provide the Company with services necessary for the Company to provide the services offered herein.

2.11 INTERCONNECTION

2.11.A Services furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company or Carrier. Any special interface of equipment or facilities necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.11.B Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnection Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.12 NOTICES AND COMMUNICATIONS

- 2.12.A** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.B** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.C** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 SERVICES OFFERED

3.1.A Arizona DialTone, Inc., d/b/a Touch Home Phone Service offers local exchange service to residential and business customers.

3.1.B Arizona DialTone, Inc., d/b/a Touch Home Phone Service offers call forwarding, call waiting, caller ID, and other custom features which are available at a flat rate through Carrier.

3.2 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed per number of calls attempted) of at least 99% during peak use periods.

SECTION 4 - RATES AND CHARGES

4.1 BASIC MONTHLY SERVICE

4.1.A Residential Service – Basic monthly exchange service shall be charged at a calendar month flat rate of \$19.99 with a maximum rate of \$49.99.

4.1.B Business Service – Basic monthly exchange service shall be charged on a calendar month for either Flat or Measured service which consists of a base cost and a measured cost for non flat rate service.

	<u>Base Cost</u>	<u>Measured Minute</u>	<u>Measured Message</u>
Flat rate	\$18.99 to \$99.99	N/A	N/A
Measured rate	\$15.66 to \$49.99	\$0.05 first minute \$0.015 subsequent	\$0.08

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 BASIC MONTHLY SERVICE, CONT'D.

4.1.B Business Service, Cont'd.

Measured service is only offered where available and is not available from all of the underlying carriers in all areas. Certain charges by the various Incumbent Local Exchange Carriers (ILEC) are billed to Arizona Dialtone and are re-billed to the customer as a customer accommodation. These ILEC charges include conversion, end user line charge, class of service change charge, rural surcharge, installation, repairs, blockings, screening, PIC-C, number portability, information calls, IXC and other charges. Discounts, such as time of day, etc., are also passed onto the customer.

4.1.C Competitive Response Discount. The company usually bills at the ILEC tariff rate and may, from time to time, offer to customers a discount in a competitive situation or for prepayment or quick payment of service.

4.1.D Prepaid Residential Local Exchange Service

(1) General

Prepaid Residential Local Exchange Service is provided to residential customers for inbound and outbound calling within a local exchange calling area. Service is offered on a prepaid basis only. The Service allows Customers unlimited calling each month within the local exchange calling area. No long distance service is provided. Service is provided where facilities are available.

Prepaid Residential Local Exchange Service is available in several package options as described in Section 4.2.A(3) following, which include a group of selected features. Features may also be ordered separately.

All charges must be paid prior to activation. Monthly charges must be paid in order for service to continue uninterrupted. Monthly charges include all taxes and surcharges. The minimum service period for this service is one (1) month.

Customers are billed a one-time activation charge for each Prepaid Account and a monthly recurring charge for local service.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 BASIC MONTHLY SERVICE, CONT'D.

4.1.D Prepaid Residential Local Exchange Service

(2) Payment Methods for Prepaid Service

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency.

(3) Prepaid Residential Service Options

a. Basic Prepaid Residential Service

With Basic Prepaid Residential Service, the Customer receives unlimited local calling.

b. Prepaid Residential Service - Essentials Package

With the Essentials Package, the Customer receives unlimited local calling, plus Call Forward, Call Waiting, Speed Dial 30, Three-Way Calling, Caller ID, Call Waiting - ID, Repeat Dial (unlimited usage), Return Call (unlimited usage), Anonymous Call Rejection.

c. Prepaid Residential Service - Essentials Plus Package

With the Essentials Plus Package, the Customer receives all service and features included in the Essentials Package, plus voice mail with enhance call forwarding.

d. Prepaid Residential Service – Touch Select Package

With the Touch Select Package, the customer receives unlimited local calling, plus Caller ID, Call Waiting, Call Waiting-ID, Call Forward.

(N)
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(N)

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 BASIC MONTHLY SERVICE, CONT'D.

4.1.D Prepaid Residential Local Exchange Service, Cont'd.

(4) Calling Features

The following features are available either individually or as part of a package as specified in Paragraph (3) preceding.

Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number. When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code.

Call Forward: Permits the Customer to automatically transfer all incoming calls to another telephone number of their choice and restore it to normal operation at their discretion. Calls may only be forwarded to other telephone numbers within the same local exchange calling area.

Call Forwarding Busy Line/Don't Answer: allows the Customer to choose to reroute incoming calls to another preselected telephone number for both busy and don't answer conditions. The Customer must activate and deactivate this feature.

Call Waiting: Notifies the Customer, engaged in a call, of an incoming call through a tone signal. Customers may place the first call on hold and answer the waiting call by operation of the switchhook, and may alternate between the two calls. A three-way conference cannot be established through this service.

Call Waiting ID: Allows a Customer who subscribes to both Caller ID and Call Waiting to see the name and number of an incoming caller while engaged in a call. Information is displayed on a specialized CPE not provided by the Company.

Caller ID: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 BASIC MONTHLY SERVICE, CONT'D.

4.1.D Prepaid Residential Local Exchange Service, Cont'd.

(4) Calling Features, Cont'd.

Enhanced Call Forwarding: Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance location. The end-user may specify a secondary location for routing of calls that go unanswered or reach a busy signal at the forward-to location. This secondary location may be another telephone number, pager or voice messaging service. Other Capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

Privacy ID: Works with Caller ID to handle incoming calls identified as "private", "out of area", or "unavailable." When unidentified callers dial the subscriber's number, they will receive a voice message stating that the called party does not accept calls from unidentified callers. They will then receive a prompt to state their name or the company they represent, which information must be provided before the call will attempt to connect. The subscriber's Caller ID CPE will display the platform number and the name of the service. When the subscriber picks up the phone, a recording will identify the caller. At that point, the subscriber may: 1) accept the call, deny the call, or opt to play a "sales call refusal" message. Calls received by voice mail or answering machines will be recognized as answered, and will be completed.

Repeat Dial: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dial:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 BASIC MONTHLY SERVICE, CONT'D.

4.1.D Prepaid Residential Local Exchange Service, Cont'd.

(4) Calling Features, Cont'd.

Return Call: Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

Selective Call Rejection: Enables the Customer to reject calls by dialing a code and the telephone number(s) of the call or calls to be rejected. Up to 16 numbers may be designated for rejection at any one time. Call attempts to the Customer from any of the designated numbers will be prevented from terminating to the Customer, and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A Customer may also reject future calls from the most recent call received by dialing a code after completing the call.

Speed Dial 30: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available with a thirty (30) code list. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

Signal Ring: Permits the user to determine the source of an incoming call via a distinctive ring.

Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 BASIC MONTHLY SERVICE, CONT'D.

4.1.D Prepaid Residential Local Exchange Service, Cont'd

(5) Rates and Charges

	<u>Minimum</u>	<u>Maximum</u>	
a. Monthly Line and Package Rates			
Basic Rate Prepaid Residential Service	\$15.00	\$45.00	
Essentials Package	\$20.00	\$55.00	
Essential Package Plus	\$25.00	\$60.00	
Touch Select Package	\$20.00	\$55.00	(N)
b. Features (when ordered separately)			
Anonymous Call Rejection	\$ 1.00	\$10.00	
Call Waiting	\$ 1.00	\$10.00	
Call Waiting ID	\$ 1.00	\$10.00	
Caller ID	\$ 1.00	\$10.00	
Three Way Calling	\$ 1.00	\$10.00	
Return Call (*69)	\$ 1.00	\$10.00	
Repeat Dial (*66)	\$ 1.00	\$10.00	
Call Forward	\$ 1.00	\$10.00	
Call Forward/Busy/No Answer	\$ 1.00	\$10.00	
Signal Ring	\$ 1.00	\$10.00	
Selective Call Rejection	\$ 1.00	\$10.00	
Enhanced Call Forward	\$ 1.00	\$10.00	
Privacy ID	\$ 1.00	\$10.00	
Speed Dial 30	\$ 1.00	\$10.00	

** Material previously found on this page now appears on Original Page 22.1, Section 4.*

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.1 BASIC MONTHLY SERVICE, CONT'D.

4.1.D Prepaid Residential Local Exchange Service, Cont'd

(5) Rates and Charges, Cont'd

c. Miscellaneous and Non-Recurring Charges

Service Activation Charge

New Service-First Line

\$35.00

\$75.00

Each Additional Line

\$20.00

\$60.00

Transfer from another Carrier

First Line

\$ 0.00

\$35.00

Each Additional Line

\$ 0.00

\$35.00

Change of Service Charge

\$ 5.00

\$25.00

Telephone Number Change Charge

\$10.00

\$30.00

Move Charge

\$20.00

\$60.00

Reconnection Charge, per Line

(after disconnect)

\$30.00

\$75.00

Late Charge

\$ 1.00

\$10.00

(M)

(M)

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.2 CUSTOM CALLING OPTIONS

4.2.A Calling options shall be available for a \$20 initiation fee and a flat monthly rate of:

Caller I.D.	\$12.00
Call Waiting	8.00
Call Forwarding	5.00
3-Way	5.00
Unpublished number	5.00 (\$15.00 set-up fee)
International Blocking	0.00 (\$30.00 set-up fee)
Incoming and Outgoing fraud	2.00 to 3.00

Any features not listed will be available at a flat rate of \$2.00 to 5.00 based on ILEC charges.

4.2.B Service packages are available with a \$20.00 set-up fee and are listed below:

PKG #1 - (\$10.00 to \$30.00/month)

Caller I.D., Call Waiting, 3-Way Calling, Speed Dial, Selective Call Fwd.

PKG #2 - (\$10.00 to \$20.00/month)

Call Waiting, 3-Way Calling, Speed Dial, Selective Call Fwd.

PKG #3 - (\$5.00 to \$15.00/month)

Call Waiting, Call Forwarding, 3-Way Calling, Speed Dial

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.3 INITIATION FEE

Unless otherwise specified, Touch Home Phone Service, shall charge a flat fee of \$5.00 to \$89.99 for initiation or conversion of basic local services. Charges are billed by the ILEC and re-billed to customer as a customer accommodation.

4.4 PROMOTIONS

The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times, and/or locations in order to attract new Customers or increase usage by existing Customers. In such cases, the Company will notify the Commission in writing prior to initiating the promotion.

4.5 DEPOSITS

4.5.A Touch Home Phone Service, normally does not require *deposits* from Customers, however, the Company may, in order to safeguard its interest, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.

4.5.B For Intrastate telecommunications service, a deposit will be required under the following conditions:

1. Applicant has had no previous interstate or intrastate telecommunications service; or
2. Applicant does not have verifiable credit with any Touch Home Phone Service, affiliate anywhere within the region in the same or similar business; or
3. Applicant has had previous verifiable interstate or intrastate telecommunications service with any Touch Home Phone Service, affiliate anywhere within the region but has an outstanding and unpaid bill for interstate or intrastate telecommunications service; or has not established satisfactory credit. Satisfactory credit for an Intrastate telecommunications service customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.

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4. Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously accorded.

4.5.C An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.

4.5.D The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.

4.5.E Any deposit required of an existing customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:

1. In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
2. In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.

4.5.F The amount of the deposit shall be the estimated charges for the interstate and intrastate telecommunications service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.

4.5.G When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.5 DEPOSITS, CONT'D.

4.5.G Cont'd.

deposit, arrange for an acceptable third party to guarantee payment of its charges by executing on its behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for interstate and intrastate telecommunications service is a current nonresidential Customer with at least two years' continuous service, whose payment history for the most recent twelve month period is satisfactory.

4.5.H The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.

4.5.I The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

4.5.J The rates of interest paid will be established annually by the Arizona Corporation Commission.

4.5.K When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for an interstate or intrastate telecommunications service Customer is defined as twelve consecutive months of interstate or intrastate telecommunications service without suspension of nonpayment and with no more than one notification of intent to suspend service for nonpayment.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.6 TAXES

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax, Federal, State and Local fees and charges) are added to quoted rates.

4.7 RECONNECTION OF BLOCKED, SUSPENDED, OR TERMINATED SERVICE

In the event that service to a Customer is blocked, suspended, or terminated pursuant to the provisions of this tariff, there will be a charge of \$50 to restore service.

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